

MORTGAGE OF REAL ESTATE

WALKER, EVANS & OGDENWELL CO., CHARLESTON, S. C. 29715

THE STATE OF SOUTH CAROLINA,

COUNTY OF GREENVILLE.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

I, E.O. Todd

SEND GREETING:

WHEREAS, I, the said E.O. Todd

in and by my certain promissory note in writing, of even date with these presents, am well and truly indebted to Charles D. West

in the full and just sum of Two thousand five hundred (\$2,500.00)

Dollars, to be paid as follows: - \$250.00 six months after date; \$250.00 twelve months after date; \$250.00 eighteen months after date; \$250.00 two years after date; \$250.00 thirty months after date; \$250.00 three years after date; \$250.00 forty-two months after date; \$250.00 four years after date; \$250.00 fifty-four months after date; \$250.00 five years after date; with interest thereon from date 15 26 at the rate of 6 per cent. per annum, to be computed and paid annually

until paid in full; all interest not paid when due to bear interest at the same rate as principal; and if any portion of principal or interest be at any time past due and unpaid, then the whole amount evidenced by said note, to become immediately due; at the option of the holder hereof, who may sue thereon and foreclose this mortgage; and in case said note, after its maturity, should be placed in the hands of an attorney for suit or collection, or if before its maturity it should be deemed by the holder thereof necessary for the protection of his interests to place, and the holder should place, the said note or this mortgage in the hands of an attorney for any legal proceedings, then and in either of said cases the mortgagor promises to pay all costs and expenses, including 10 per cent. of the indebtedness as attorney's fees, this to be added to the mortgage indebtedness, and to be secured under this mortgage as a part of said debt.

NOW KNOW ALL MEN, That I, the said E.O. Todd, in consideration of the said debt and sum of money aforesaid, and for the better securing the payment thereof to the said Charles D. West

according to the terms of the said note, and also in consideration of the further sum of Three Dollars, to E.O. Todd in hand, well and truly paid by the said Charles D. West

at and before the signing of these Presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Charles D. West: - All that piece, parcel or lot of land in

the City of Greenville, being 50 ft. on Perry Avenue by 174 back, adjoining lands now or lately belonging to Mary M. Allen, et al. and being more fully described in a deed to Cornelia B. Allen, dated November 10, 1909 recorded in the R.M.C. Office for Greenville County, in Book 9, at page 527, and being the same lot of land conveyed to me by Charles D. West; this mortgage being given to secure the balance of the purchase price. It is hereby agreed that this mortgage is a second mortgage and junior to the mortgage executed by E.O. Todd to Lester G. Furman in the sum of \$1,000.00, over the premises herein described, said mortgage being dated November 10, 1924.

For value received I hereby transfer and assign the within mortgage and note which it secures to E.O. Todd. This Sept 24th, 1928. Attest Tom Benton, Frances Nolan.

I hereby transfer the mortgage and note which it secures to E.O. Todd to E. C. Cooper, Guardian of the Estate of E.O. Todd, August 9th 1928.

Witness: A. G. Sawwood, A. P. DuBose

Recorded Aug 6th 1928

The note of Charles D. West has been paid in full, we hereby transfer and assign the within mortgage and note which it secures to Charles D. West, without recourse. This Sept 24, 1928

Attest E. P. Riley, Virginia Simpkins

A. P. DuBose, Successor to A. D. Bowling, Nora M. Cooper, Guardian.

Assignment Recorded Dec 9th, 1929, at 9:20 a.m.

STATE OF SOUTH CAROLINA, GREENVILLE COUNTY, 1924 covering Township recorded in the Office of Registrar of Deeds... Satisfied and Cancelled of Record... #1045